

Standard Chartered Terms and Conditions for Tele-electronic Banking Services (Hong Kong)

Please read these terms and conditions carefully.

These terms and conditions set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the Service. All the terms and conditions of this agreement are legally binding, so please read them through carefully before you agree to be bound by them.

This agreement:

- replaces all earlier terms and conditions relating to the Service (if any) except where we advise you otherwise;
- is in addition to the terms and conditions that apply to the individual accounts or (as the case may be) business accounts you may be accessing through the Service. If there is a conflict between the terms and conditions of this agreement and any other relevant terms and conditions, the terms and conditions of this agreement will prevail; and
- relates to (a) business accounts in the name of your company; (b) individual accounts in your sole name and (c) joint accounts but only if these may be operated by a single signing authority (collectively, "eligible accounts"). Account holders who do not have an eligible account for these purposes may nonetheless make account enquiries or deposit funds using this service but only for certain internet banking services, or as notified to you in the future.

In the last section of this agreement, you will find definitions of some of the words and phrases used in these terms and conditions.

1. The accounts on which you may use the services

- 1.1 You agree that the use of the Service by you will constitute your agreement to and receipt of these terms and conditions as well as your acknowledgement of the inherent risks in conducting any transaction over the Internet.
- 1.2 By agreeing to be bound by the terms of this agreement, you agree that the Service will be available on all eligible accounts with us, whether open now or opened in the future, including any joint accounts you hold with others. The Service cannot be used on some types of accounts and we will advise you from time to time as to which accounts are eligible.
- 1.3 In order to use the Service, you must:
 - 1.3.1 be the holder of an eligible account or (as the case may be) a person authorised to operate an eligible account; and
 - 1.3.2 be registered by us to use the Service.

2. Following our User Guidance

- 2.1 User Guidance on the operation of the Service will be made available to you. User Guidance will cover (among other things) the times when the Service is available and how to access and operate the Service. You must follow all relevant User Guidance whenever you access and operate the Service.
- 2.2 We may inform you from time to time about changes to the way you should access or operate the Service. You must observe all such changes when accessing or operating the Service.

3. Your responsibilities for security

- 3.1 To ensure that you alone are able to access and give instructions on your accounts using the Service, you must adopt and at all times maintain the security procedures as described in this section 3.
- 3.2 To enable you to use the Service, we will give you an initial User Identification Code and Password. You may subsequently choose your own User Identification Code (if applicable) and/or Password(s) for the Service. If you are agreeing to the terms of this agreement jointly with others, we will give each of you a unique initial User Identification Code and Password(s) which the recipient may choose to change at any time.
- 3.3 When you use certain online services and transactions, we may also require you to obtain from us and use a One-time Password (OTP) for additional security verification. We will notify you of the services and transactions which require OTPs from time to time. When you attempt to effect any one of such transactions during a Session, you will be invited to apply for an OTP from us. Upon your application, we will transmit an OTP either: (a) by means of a SMS text message to the mobile telephone number that you have registered with us; or (b) by such other means as we may otherwise select or agree from time to time.

Safeguarding your Security Codes

- 3.4 Your User Identification Code, Password and any OTP we issue to you together comprise your Security Codes. In connection with your Security Codes:
 - 3.4.1 you should change your Password regularly and will do so if the Service requires you to do so. You should not choose a Password you have used before;
 - 3.4.2 whenever you choose a Password, you must take care not to choose a password or number that is likely to be guessed by anyone trying to access the Service pretending to be you. For example, you should avoid your own or a relative's birthday or any part of your telephone number;
 - 3.4.3 you must take all reasonable steps to ensure that you safeguard your Security Codes at all times, whenever possible. You must not disclose any details of your Password or OTP to anyone else, including to someone who is a joint account holder with you, or to a member of our staff, or to someone giving assistance on a technical helpdesk in connection with the Service.
 - 3.4.4 you must not record your Security Codes in a way that could make them recognisable by someone else as Security Codes;
 - 3.4.5 if you discover or suspect that your Password is known to someone else, you must immediately change the Password yourself through the Service. If this is not possible, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). We will suspend use of the Service until a new Password has been set up.
 - 3.4.6 You must immediately notify us of any loss or theft of or change to the mobile telephone number (or associated mobile telephone handset) registered with us for the purposes of receiving OTP transmissions. You must also notify us immediately if you discover or suspect that an OTP has become known to someone else. If you are using the Service, you should immediately log out from that Session to deactivate the OTP already obtained for that Session.



Checking your statements

- 3.5 In connection with your account:
- 3.5.1 You acknowledge that any information pertaining to your accounts or transactions as reported through the Service may not always be completely up to date as there may be transactions and/or instructions which, without limiting the generality of the foregoing, have yet to be processed by us, require verification of the Bank, or are in progress. You agree that the information pertaining to the Service shall not for any purpose whatsoever be taken as conclusive of your account balance or transaction status. We do not warrant the accuracy of any information pertaining to your accounts or transactions as reported through the Service.
- 3.5.2 If you become aware of any transaction on any of your accounts that has not been validly authorised by you, you must notify us as soon as reasonably practicable by telephoning us on (852) 2886 8888 (or any other number we may let you have from time to time for this purpose). For this purpose, you must check bank Statements we send you within a reasonable time (as determined by reference to the product-specific terms and conditions or as set out in the Statement(s)) after you receive them and let us know as soon as reasonably practicable about any errors or unauthorised transactions.

Other security safeguards

- 3.6 You must not allow anyone else to operate the Service on your behalf.
- 3.7 You must not leave Your System unattended while you are on-line to the Service. This applies whether Your System is a device you have sourced independently of us or a device provided by us to access the Service in one of our branches. However, the public nature of our branches makes it particularly important that if you access the Service from a device in one of our branches you do not leave that device unattended while on-line and you ensure that you have gone off-line before leaving the branch.
- 3.8 You must not access the Service from any device connected to a local area network (or LAN), such as an office environment, without first making sure that no one else is able to observe or copy your access or obtain access to the Service pretending to be you.
- 3.9 You must comply with any other requirements designed to protect the security of your use of the Service which are set out in the User Guidance or notified by us to you in any other way.

4. Your authority to us to carry out instructions

- 4.1.1 You agree that the use of the Security Codes is adequate identification of you. We are entitled to act on instructions (using the Security Codes via the Service) without obtaining any further written or other confirmation from you, even if those instructions are not actually given or authorised by you (except in the circumstances described in section 4.2).
- 4.1.2 You agree that when you give to us an instruction via the Service (including but not limited to an instruction to transfer funds out of your account), we are deemed to have received or executed the instruction only when you have received our

confirmation that we have received or executed the instruction.

- Your liability for unauthorised instructions**
- 4.2 *Without prejudice to section 4.4, you will not be liable for misuse of your Password by someone to give unauthorised instructions purporting to come from you provided that you have:*
- 4.2.1 *ensured that all the security procedures described in sections 3 have been faithfully observed; and*
- 4.2.2 *notified us that your Password and/or OTP is or might be known to someone else in accordance with section 3.4.5 and/or section 3.4.6.*
- 4.3 *You are solely responsible for ensuring the accuracy, adequacy and completeness of all instructions given by you via the Service (including but not limited to instructions to transfer funds out of your account). We are not obliged to verify the accuracy, adequacy and completeness of your instructions. Without limiting the scope of anything in section 8, unless it is directly caused by negligence or misconduct on our part, we will not be liable for any loss or damage to you as a result of:*
- 4.3.1 *your instructions to transfer funds being inaccurate, inadequate or incomplete in any manner; or*
- 4.3.2 *any failure, refusal, delay or error by any third party through whom any such funds transfer is to be made to transfer the funds to or to credit the account of the intended payee.*
- 4.4 *You will be held liable for all losses due to unauthorised use if you have acted fraudulently or with gross negligence or if you are in default of any of the security obligations described in section 3 or the notification requirements of section 3.4.5, 3.4.6 or section 3.5.*
- 4.5 *You will not be responsible nor have any liability for any instruction that is not authorised by you but is given using your Security Codes if:*
- 4.5.1 *such instruction is given after you have notified us that you had discovered or suspected that your Password and/or OTP is known to someone else in accordance with section 3.4.5 and/or 3.4.6; or*
- 4.5.2 *your Password and/or OTP has become known to the person giving the unauthorised instruction as a result of our failure to comply with section 8.1 or any negligence or wilful default on our part.*

Acting on your instructions

- 4.6 You must not use the Service to create an unauthorised overdraft on any of your accounts and we are entitled to refuse to accept any instruction that would do so. If an unauthorised overdraft is created, we may take any action we think fit and charge any interest and charges to the account in question (in accordance with the terms and conditions of that account). You agree that:
- 4.6.1 it is your responsibility to make sure that no unauthorised overdrafts are created;
- And
- 4.6.2 you will not rely on the operation of the Service to prevent an unauthorised overdraft being created. In particular, you must remember that your cheques and any payment instructions you have given via the Service might take time to clear



and might not always be immediately reflected in the balance on your account.

4.7 When we receive a transaction instruction from you through the Service, we will be entitled to debit any payment plus any charges payable for the transaction from the account you have specified or another account you hold with us. Once you have given an instruction through the Service, you will not be able to reverse it. We will be under no obligation:

- 4.7.1 to reverse an instruction you have given; or
- 4.7.2 to accept an instruction that is conditional or reversible or which requires us to pay a third party sooner than we would be able to pay them following our normal banking practices. However, if you do ask us to reverse an instruction after you have given it, we may at our discretion try to do so to the extent that this is possible under the rules and practices of the banking system. You agree that you will be responsible for any costs we incur as a result.

4.8 We may, when we believe we are justified in doing so:

- 4.8.1 refuse to carry out an instruction given via the Service; or
- 4.8.2 require written confirmation from you of a particular instruction. If we come to believe that an instruction may not have been properly authorised by you, we will be entitled, after making reasonable efforts to check whether it was properly authorised, to take steps to reverse any action taken on the basis of that instruction. We will not be responsible for any loss to you that results from such a reversal.

4.9 When you give an instruction via the Service, we will act on that instruction in accordance with the cut-off times notified to you through the Service. From time to time we may notify you of changes to these cut-off times. Instructions given at any other time may not be acted on until the next Business day.

4.10 We shall not be obliged to execute your instructions and shall not be liable for any loss or damage to you as a result of us not effecting your instructions, if on the stipulated date of execution:

- 4.10.1 your designated account does not contain sufficient funds for us to execute your instruction; or
- 4.10.2 your designated account does not contain sufficient funds to pay for any charges, fees, interest or other sums that may be payable by you to us; or
- 4.10.3 the execution of your instructions will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or
- 4.10.4 your designated account is closed, frozen or inaccessible for any reason.

4.11 You agree that you, and not we, will be responsible for any charges imposed, or any other action taken, by a receiving bank or intended receiving bank, where:

- 4.11.1 you do not have sufficient funds in your designated account for us to execute your instruction; or
- 4.11.2 a court or other body of competent jurisdiction prohibits withdrawals from your designated account; or
- 4.11.3 your designated account is closed, frozen or inaccessible for any reason; or
- 4.11.4 your designated account or any funds in your designated account have been put on hold; or
- 4.11.5 the execution of your instruction to transfer funds will cause the balance in your designated account to exceed the credit limit that we have set for you and/or your designated account; or

4.11.6 you did not, in our sole opinion, correctly use the Service; or

4.11.7 circumstances beyond our reasonable control prevent the execution of your instructions. Examples of such circumstances include (but are not limited to) fire, flood or improper transmission or handling of payments by a third party.

4.12 We are entitled to determine at our discretion the order of priority in executing your instructions to transfer funds, make payment and/or any other existing arrangements or instructions you may have made with us on the stipulated date for the execution of your instructions. Examples of such other existing arrangements or instructions include (but are not limited to) cheques and standing orders.

5. If you hold any joint accounts

5.1 In connection with any account which you hold jointly (provided that this is on a single signing authority basis) with others, you agree that:

- 5.1.1 your joint account holders may operate the account using the Service on the terms set out in this agreement. This applies even if you are not yourself registered to use the Service (in accordance with section 1.3.2); and
- 5.1.2 any single party to a joint account may validly give instructions via the Service in connection with that joint account.

5.2 The provisions of section 5.1 above override any other existing arrangements in connection with your authority to operate joint accounts.

5.3 In connection with any account which you hold jointly with others and which requires two or more authorized signatories to effect transactions, your access to the Service (and the access of each of the other joint signatories) will be limited to those parts of the Service which allow you to obtain information about the account, including but not limited to the balance of the account.

6. Operating times, changes and disruption

6.1 The Service will usually be available for use at the times given in the User Guidance or at other times notified to you. You accept, however, that routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Service to be available during its normal operating hours.

6.2 In connection with the Service, we are entitled at any time to:

- 6.2.1 change the mode of operation; or
- 6.2.2 add to, remove or otherwise change, end or suspend any of the facilities available;
- or
- 6.2.3 end the Service. If we decide to



change or end the Service, we will try to give you 30 days' notice or whatever shorter period of notice may be reasonable in the circumstances.

7. Service software and hardware

Software compatibility

- 7.1 You are solely responsible for the installation, maintenance and operation of Your System (or other device from which you access the Service), for the software (including Internet browser software) you use in accessing the Service and for the maintenance of an account with a third party Internet or online service provider to enable you to connect to the Internet. In addition to your obligations to comply with section 2 at all times, it is also your responsibility to ensure that the Service Software supplied to you is compatible with any computer or other device from which you access the Service and any software on that computer or other device. If it is not, you must compensate us for any loss we suffer as a result. We shall not be liable to you for any loss you suffer as a result of any incompatibility between the Service Software and any computer or other device from which you access the Service.

Protecting against Viruses

- 7.2 You must take all reasonably practicable measures to ensure that any computer or other device from which you access the Service is free of any computer virus or similar device or software including, without limitation, devices commonly known as software bombs, Trojan horses and worms (together "Viruses") and is adequately maintained in every way. The Service can be accessed through the Internet, a public system over which we have no control. You must therefore ensure that any computer or other device you use to access the Service is adequately protected against acquiring Viruses.

Using other people's devices

- 7.3 You must not access the Service using any computer or other device which you do not own unless you have first obtained the owner's permission to do so. If you break this rule, you must compensate us for any loss we suffer as a result.

Access through third party services

- 7.4 We cannot be responsible for any services through which you access the Service or by which you obtain an OTP or other Security Codes that are not controlled by us, or for any loss you may suffer as a result of you using such a service. You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

Ownership rights in connection with the Service Software and other information.

- 7.5 Each time you access the Service, it may automatically provide Your System with the Service Software necessary to enable you to access and operate the Service. Alternatively, the Service Software may be supplied to you in some other way. By supplying you with the Service Software to access the Service, we are granting you a nonexclusive, non-transferable, temporary licence to use the Service Software for the purpose of accessing the Service, and for no other purpose. The Service Software and all other material and information supplied to you, including the User Guidance, contains valuable information that belongs to us or others. You must not:

- 7.5.1 use them except in connection with accessing the Service; or
 - 7.5.2 take copies, sell, assign, lease, sub-license or otherwise transfer them to any third party; or
 - 7.5.3 try to decompile, reverse engineer, input or compile any of the Service Software.
- 7.6 If you access the Service from a country outside Hong Kong, you are responsible for complying with the local laws of that country, including (but not limited to) obtaining any licence needed for the import / export of the Service Software to that country.

8. The extent of our liability for your loss or damage

- 8.1 We will take reasonably practicable steps to ensure that our systems in connection with the Service are installed with adequate security designs and to control and manage the risks in operating the systems, taking into account any law, rules, regulations, guidelines, circulars, codes of conduct and prevailing market practices which may be applicable to us from time to time.
- 8.2 We will not be liable for any loss or damage to you as a result of making the Service available to you, unless the loss or damage is directly caused by our negligence or our wilful default. Examples of circumstances in which we will NOT be liable to you for loss or damage resulting to you through the use of the Service include (but are not limited to):
- 8.2.1 acting on an instruction which has been validly authenticated as coming from you but which in fact was given by somebody else (but please see sections 4.2 to 4.5 which explain the exceptions to this rule); and
 - 8.2.2 any incompatibility between Your System and the Service; and
 - 8.2.3 any misuse of Your System by you or anyone else; and
 - 8.2.4 any access to information about your accounts which is obtained by a third party as a result of your using the



Service (except where that access is obtained as a result of our negligence or our wilful default); and

- 8.2.5 any delay or failure to send, transmit, receive, confirm or acknowledge any email, SMS messages, Security Codes or anything available under the Service, or any error or incompleteness of any information or data available under the Service.

- 8.3 You will indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused (save and except any direct loss or damages caused by negligence or misconduct on the part of us) that may arise to be incurred by us in providing you the Service, whether or not arising from or in connection with and including but not limited to the following:

- 8.3.1 our acting on your instructions;
- 8.3.2 your improper use of the Service; or
- 8.3.3 any damage to Your System (or other computer hardware, devices, facilities or software) as a result of accessing or using the Service.

- 8.4 Please note that the Service has no facility for you to let us know that it is especially important to you that a transaction is carried out by a particular time. If you need to be completely certain that an instruction has reached us and that it will be carried out by a particular time, you must speak to our staff on (852) 2886 8888 or inform us in any other way we notify you about from time to time.

- 8.5 We will not be liable for any indirect, consequential or special loss or damage to you (whether foreseeable or not) as a result of your use of the Service.

9. If you break a term of this agreement

You must compensate us for any loss we suffer as a result of your breaking any term of this agreement.

10. Ending your use of the service

- 10.1 You may cancel your use of the Service at any time by giving notice through our telephone number (852) 2886 8888 or by using such other method of cancellation as we may notify to you from time to time.
- 10.2 If you have multiple accounts, you may not cancel the Service solely in respect of any one account, unless you are notified to the contrary in the User Guidance or otherwise in writing.
- 10.3 We have the right to end or suspend your use of the Service at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter period of notice or no notice if we consider it necessary, for example because of security concerns in connection with your use of

the Service or because we are concerned that you have used or may use the Service to create an unauthorised overdraft or otherwise to operate any of your accounts in breach of your arrangements with us.

- 10.4 If your use of the Service comes to an end for any reason, this will not affect any instructions you have already given via the Service. In connection with any joint account, if more than one person has registered to use the Service, the withdrawal of any of those registered users from the Service will not affect the use of the Service by the others.

11. About our charges

- 11.1 We are entitled:
- 11.1.1 to charge you fees and charges for the Service; and
- 11.1.2 to change those fees and charges from time to time by giving you at least 30 days' notice. If we give you such a notice, you will not have to pay any proposed increase so long as you cancel your use of the Service during the 30 days' notice period.
- 11.2 To avoid any doubt, please note that the references to fees and charges in section 11.1 only apply to our charges for providing the Service. They do not apply to any charges for particular banking or other services we might provide in response to your requests via the Service. We will be happy to provide you with details of our charges for particular banking or other services on request.

12. Our right to make changes to this agreement

- 12.1 We have the right to change the terms of this agreement at any time by giving you notice either in writing or by sending you a message via the Service.
- 12.2 We will give you 30 days' notice of any change before it takes effect, except when notice has to be shorter in order to protect the security of the Service or in other circumstances beyond our control. Once you have received notice of any change in the terms of this agreement, we will treat your subsequent use of the Service as your acceptance of the change (but please remember you have the right to end your use of the Service at any time).

13. The validity of the terms of this agreement

- 13.1 If any one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms.
- 13.2 We believe the terms of this agreement are fair. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.
- 13.3 If one of the terms of this agreement is unenforceable against one of the customers signing this agreement, this will not in any way affect the enforceability of that term against the other signatories.



- 13.4 If we relax any of the terms of this agreement once, this may be on a temporary basis or as a special case only. Such relaxation will not affect our right to enforce that term strictly at any other time.

14. Communications between us

- 14.1 Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notice in connection with the Service in writing (in hard copy form) to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).
- 14.2 Any complaints in connection with the Service should be directed to: G.P.O. Box 21, Hong Kong (or any other address we may notify to you from time to time for this purpose).
- 14.3 Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us:
- 14.3.1 notices in connection with the terms of this agreement; or
 - 14.3.2 sensitive communications, such as payment instructions (payment instructions should be sent through the Service in accordance with the User Guidance or in accordance with the terms of the relevant account which you hold with us).
- 14.4 If we need to send you a notice, we will use the address you have given us most recently in connection with your bank accounts.

15. Service quality: Recording your calls and instructions

To protect both our customers and our staff, and to help resolve any disputes between you and us, you acknowledge that:

- 15.1 Telephone conversations between us and customers of the Service may be recorded; and
- 15.2 we will keep a record of all instructions given by customers via the Service; and
- 15.3 we may listen to telephone calls (and recordings thereof) made in respect of the Service in order to assess and improve the quality of the Service.

16. Our advertising

From time to time we may advertise our own products and services, and those of other companies in the Standard Chartered Bank group, through the Service. If, in connection with other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to these advertisements.

17. The law covering this agreement

This agreement is governed by the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). Both parties agree to submit to the jurisdiction of the Hong Kong courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction which is appropriate. In the event of any inconsistency between the English version and the Chinese version of this agreement, the English version of this agreement will prevail.

18. Funds transfer service ("FTS")

- 18.1 You may use the Service to instruct us to transfer funds from your designated account with us to a stipulated account (which may either be with us or with another bank).
- 18.2 Subject to section 18.3, you may issue as many instructions to transfer funds in any one day as you wish.
- 18.3 You shall not issue (and we shall not be obliged to accept) instructions to transfer in any one day an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.

19. Bill payment service ("BPS")

- 19.1 You may use the Service to instruct us to transfer funds from your designated account to the account of a stipulated payee organization (which may either be with us or with another bank).
- 19.2 Subject to section 19.3, you may issue as many instructions to make payment to payee organizations in any one day as you wish.
- 19.3 You shall not issue (and we shall not be obliged to accept) instructions to make payment in any one day with an aggregate total which exceeds the daily limit as specified by us at our absolute discretion from time to time. We shall not be liable to you for any loss or damage to you as a result of such non-acceptance of such instructions by us.
- 19.4 You acknowledge that the crediting of payments made using the BPS service to the payee organization will be subject to the minimum turnaround times set out as prescribed by us at our absolute discretion from time to time.
- 19.5 You agree that we are entitled to provide a report on a daily or other regular basis to each of the payee organisations taking part in the BPS programme. This report will list out all the users of the Service who have made payments to that payee organisation and the respective amounts paid by each of those users to that payee organisation and credited into that account of the payee organisation on each day.

20. Definitions:

The meaning of some words and phrases used in this agreement.

Some words and expressions used in this agreement have particular meanings as follows:

Business day means any day except a Saturday, Sunday or public holiday on which banks are open for transaction of business in Hong Kong.

OTP or One-time Password means a randomly generated password known as the Onetime Password that is required as a means of identifying you when you instruct us to effect any one of the transactions as described in section 3.3 during a Session, and which we will transmit to you in accordance with section 3.3.



Password means the Tele-electronic Identification Number ("TIN") issued to you for use with telephone banking and other elements of the Service and/or the secret password you choose for the electronic banking service (or, in each case, any replacement secret password that you choose).

Security Codes means your User Identification Code and Password together with any OTP we issue to you from time to time that are used to identify you whenever you access or transact using the Service.

Service means the services provided by us which enable you to obtain information from us and give instructions to us by computer, telephone, personal digital assistant or other device linked to our system by any means (among other things).

Service Software means any software supplied to you whenever you access the Service and any other software we supply to you for the purpose of accessing the Service from time to time.

Session means the period of time during which you remain connected to the Service between a successful login and the termination of that connection (whether by your action, expiry of time or otherwise).

Statement means bank statement, contract or transaction note, confirmation notice for Investment Services, or any of these or similar documentation, as applicable, depending on the Service.

User Guidance means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

- in hard copy form (for example, in a user manual or by letter); and
- spoken guidelines (e.g. by any technical helpdesks we may operate); and
- through any on-line help service available as part of the Service.

User Identification Code means the user code issued to you for use with telephone banking and other elements of the Service and /or the user name you choose for the electronic banking service (or, in each case, any replacement user name or code that you choose).

We/us/our/Bank refers to Standard Chartered Bank (Hong Kong) Limited and all other entities in the Standard Chartered Bank group in respect of which the Service will be available.

You/your means you, the customer(s), who are registered by us to use the Service.

Your System means the equipment and software contained on it used by you to access the Service.

If there is any inconsistency or conflict between the English & Chinese versions, the English version shall prevail.